



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105**

June 4, 2014

**Via Email and U.S. Mail**

Mr. Steven Anastos  
Project Manager  
ExxonMobil Environmental Services Co. (EMES)  
3225 Gallows Rd., Rm. 8B0824  
Fairfax, VA 22037  
steven.p.anastos@exxonmobil.com

Re: Omega Chemical Corporation Superfund Site in Los Angeles County, CA;  
General Notice Letter issued to ExxonMobil Oil Corporation regarding property  
at 10628 Fulton Wells Ave. and 10629 Norwalk Blvd., Santa Fe Springs, CA

Dear Mr. Anastos:

We appreciate the January 31, 2014 letter from Mr. Ramon L. Echevarria II to Lynda Deschambault, U.S. Environmental Protection Agency (EPA) Remedial Project Manager, responding to EPA's December 18, 2013 general notice letter to ExxonMobil Oil Corporation (ExxonMobil), regarding its liability for cleanup of groundwater contamination (OU2) at the Omega Chemical Corporation Superfund Site in Los Angeles County, California (Site).

Mr. Echevarria's letter stated that ExxonMobil would be willing to review additional information regarding alleged commingling of contaminants, and participate in discussions with EPA should EPA demonstrate a relationship between ExxonMobil and impacts to the OU2 groundwater. EPA believes that the property at 10628 Fulton Wells Ave. and 10629 Norwalk Blvd., in the City of Santa Fe Springs, (the Property) has contributed to OU2 groundwater contamination and that ExxonMobil is a potentially liable party (PRP) under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Section 107(a)(2), 42 U.S.C. § 9607(a)(2), based on its ownership of the Property at the time of a disposal of a hazardous substance. We welcome the opportunity to arrange a telephone conference or in-person meeting with you to further discuss ExxonMobil's liability and participation in OU2 cleanup.

**De Minimis Settlement**

We strongly disagree with the assertion that EPA's 2005 Administrative Order on Consent (AOC), a settlement between EPA and certain *de minimis* PRPs, in which Exxon Mobil Corporation participated, resolved ExxonMobil's liability for the Property. ExxonMobil was not a signatory to that settlement. Thus, even if one assumed that the settlement encompassed a PRP's liability based on Site-related *ownership or operations*, as Mr. Echevarria's letter would claim, it still would not have resolved the liability of ExxonMobil. In fact, the manifested waste sent to the former Omega Chemical facility in

Whittier, which formed the basis for Exxon Mobil Corporation's participation in the settlement, did not include any waste manifested from the Property.

However, even if ExxonMobil, rather than Exxon Mobil Corporation, had been the signatory, the AOC still would not have discharged its liability for ownership and/or operation related to the Property. An argument that the "Site", to which the settlement's covenants extend, somehow also encompasses the Property, would be undercut by the very definition of the "Site" in Paragraph 6.o, which refers to the map shown in Appendix C to the settlement agreement. Clearly, the Property is not physically encompassed within the boundaries of map.

Further, an argument that the "Site" included other potential areas where contamination might later be discovered or come to be located also would fail due to the settlement's requirement in Paragraph 25 that a party certify that it accurately disclosed to EPA all information in its possession relating in any way "to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contamination at or in connection with the Site." The United States' covenant not to sue a Respondent for future liability (Paragraph 28) was conditioned on that Respondent's performance of all obligations, including the certification. We know of no information provided by ExxonMobil about the downgradient Property when asked to certify it had searched for and disclosed to EPA all information relating to the Site. The only information exchanged between the parties was information related to ExxonMobil's role as an *arranger* (also referred to as a generator) who sent waste to the Omega facility.

This is consistent with the parties' undisputed understanding at the time of the AOC that the clear intent of the settlement was to provide a release for certain parties whose liability was based on their status as arrangers under CERCLA Section 107(a)(3). As reflected in correspondence between EPA and other *de minimis* parties in the months leading up to the settlement (including Zane K. Bolen, on behalf of ExxonMobil Refining & Supply Co.), a party qualifying as a *de minimis* party was one that sent less than ten (but more than three) tons of hazardous waste to the former Omega facility. Each *de minimis* party's payment was based on its share, by weight, of the total waste disposed of at the Omega facility, multiplied by EPA's estimated total Sitewide response costs.

### **Disposals on the Property**

As noted above, we are willing to further discuss ExxonMobil's liability and participation in Site remediation. The following demonstrates a relationship between ExxonMobil and impacts to the OU2 groundwater.

ExxonMobil and/or its predecessors began ownership of the Property in the 1920s, before which the Property was generally undeveloped, and used only for agricultural purposes. In addition to oil production operations conducted by General Petroleum Corporation, we understand that other companies began operating on the Property in 1930 (approximately). Significant solvent contamination in soil (i.e., tetrachloroethylene (PCE) at 55,000,000 micrograms per kilogram ( $\mu\text{g}/\text{kg}$ ), and trichloroethylene (TCE) at 2,700,000  $\mu\text{g}/\text{kg}$ ) was detected at the Property in 1994. On numerous occasions in the 1990s, contamination in groundwater was detected at levels higher in samples at the downgradient (i.e., south-southwest) side of the Property than the upgradient side. There have been detections of PCE at depths all the way to groundwater at different locations on the Property.

Documents generated by other regulatory agencies further demonstrate the relationship between ExxonMobil and groundwater contamination.

Finally, EPA has no reason to doubt the conclusions of the Los Angeles Regional Water Quality Control Board (RWQCB) regarding ongoing contamination at the Property. The Board revoked a 2001 no further action (NFA) determination for soil in the southern portion of the Property, stating that "residual VOCs contamination in soil have [sic] threatened groundwater quality and is a continuing on-site source for groundwater contamination." Indeed, the RWQCB's May 28, 2013 letter enclosed with Mr. Echevarria's letter reflects the ongoing nature of contamination at the Property.

We look forward to discussing this matter with you in further detail. If you have any legal questions, please feel free to have your counsel contact Steve Berninger, Assistant Regional Counsel, at [berninger.stephen@epa.gov](mailto:berninger.stephen@epa.gov), or (415) 972-3909.

Very truly yours,

A handwritten signature in black ink, appearing to read "Harold Ball". The signature is fluid and cursive, with the first name "Harold" and last name "Ball" clearly distinguishable.

Harold Ball  
Chief, CA/NV Private Sites Section  
Superfund Division  
U.S. Environmental Protection Agency, Region IX

cc: Ramon L. Echevarria II, Esq. ([ramon.l.echevarria@exxonmobil.com](mailto:ramon.l.echevarria@exxonmobil.com))  
Deborah Gitin, U.S. Department of Justice  
Karl Fingerhood, U.S. Department of Justice  
Lynda Deschambault, EPA Remedial Project Manager  
Keith Olinger, EPA Case Developer  
Steve Berninger, EPA Assistant Regional Counsel